



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Donna L. Robinson

Docket No.: S-100,543

Serial No.: 10/656,358

Examiner: B. J. Forman

Filed : 9/4/2003

Art Unit: 1634

For : IMPROVED METHODS FOR SEQUENCING GC-RICH AND CCT
REPEAT DNA TEMPLATES

SECOND DECLARATION OF DONNA L. ROBINSON UNDER 37 CFR 1.132

I, Donna L. Robinson, hereby state and declare:

1. In paragraph 6 of my previously-filed Declaration in this application, I indicated that "the invention became a critical element of closing the gaps in a number of very difficult regions", and attached a collection of e-mail communications within the Finishing Team that attested to the successful use of the invention to close gaps in difficult regions.

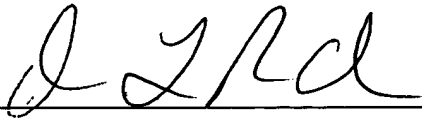
2. Until the formal disclosure of the subject invention to Los Alamos National Laboratory's (LANL) technology transfer representatives and patent counsel, I did not disclose the invention to anyone, including my LANL scientific colleagues. Similarly, I did not provide access to the invention, or to any of my records relating to the use of the invention, to any individual at LANL prior to the time I prepared and submitted a formal invention disclosure. In short, I did not allow anyone other than myself to practice or use the invention in any way.

3. All experiments conducted using the methods of the invention were conducted by me, personally, and without the assistance or involvement by others. The e-mail correspondence exhibited to my previous Declaration reflected the results of sequencing runs I personally conducted using the methods of the invention. None of the individuals associated with those e-mail

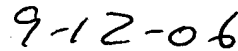
communications conducted any sequencing runs using the methods of the invention, as none of them had operational knowledge of the invention.

4. To the best of my knowledge, no one other than myself used or practiced the invention prior to the filing of the subject patent application.

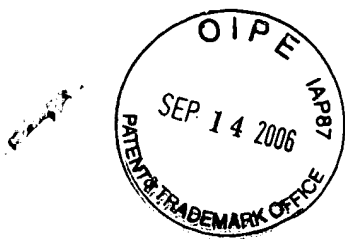
5. All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.



Donna L. Robinson



Date



ATTACHMENT A



Human Resources Division

P.O. Box 1663, MS C177
Los Alamos, New Mexico 87545
Phone: (505) 665-6212

November 15, 2002

Dear [REDACTED]

We are pleased to offer you a position in Group [REDACTED] as a [REDACTED] with the classification of [REDACTED] at an annualized starting salary of \$[REDACTED] based on a standard Laboratory week. Please note that Laboratory employees are paid biweekly with each paycheck covering a standard 80-hour period. We look forward to your joining the Laboratory.

This offer is contingent upon the requirements and conditions outlined in this letter. Please do not plan to begin your employment until the contingencies have been met.

You will be eligible for holiday pay, vacation, sick leave, and insurance benefits. Please visit this web site (<http://www.lanl.gov/worldview/welcome>) and click on "LANL Benefits Site" for complete information on health and welfare benefits that will be offered to you on your date of hire. Please review the information and be prepared to make insurance choices to enroll yourself and eligible family members in the available plans. If you are unable to view the information on line, please contact me and I will be happy to send you a paper copy of the booklet. You must provide a social security number for your spouse when you enroll in a medical plan. Your membership in the University of California Retirement Plan and participation in social security is mandatory.

Consistent with Laboratory policy, you will be required to complete a 6 month evaluation period during which your work performance, conduct, and general suitability for Laboratory employment will be evaluated. Work performance and conduct include, but are not limited to, such factors as quality and quantity of work products, attendance, reliability, honesty, cooperation, and ability to work in a team environment. Continued employment with the Laboratory is contingent upon successful completion of your evaluation period.

Your employment in this position is contingent upon the transfer and retention of your "C" clearance by the United States Department of Energy. We will request the transfer of your clearance and will notify you as soon as it has been granted.

If you accept this offer, you are required to have a medical evaluation by the Occupational Medicine Group shortly after your date of hire. The Laboratory's New Hires and Terminations Office will schedule this appointment for you. All information on the employee's health status and history is treated as confidential medical information and is maintained by the Occupational Medicine Group in separate files apart from the employee's personnel records.

Under Federal Law, the Laboratory may employ only those individuals who are legally authorized to work in the United States. Proof of authorization to work in the United States is established by providing the documentation specified in the Immigration Reform and Control Act of 1986 (IRCA). A list of the approved documents is included in this package. Your employment with this Laboratory is contingent on providing the appropriate original documents for inspection on your date of hire that establish your identity and right to work in the United States (see attachment). In addition, all new employees are required by this law to complete and sign the Employment Verification Eligibility Form (I-9) attesting to their authorization for U.S. employment. Please note that your failure or refusal to comply with the provisions of the act will cause this offer to become null and void. To avoid delays or inconvenience, please ensure that the appropriate documentation is in your possession when you arrive for employment. Should you have any questions regarding the required documentation, please call me for clarification.

The Los Alamos National Laboratory will provide a working environment for you in which the standards for health and safety equal or exceed the highest industrial practices. The Laboratory's mission includes research and development involving new materials, processes, and technology. All assignments within the Laboratory may be associated directly or indirectly with potential hazards including radioactive and toxic materials. The risk attendant to these activities will be maintained at an acceptable level by strict adherence to approved procedures, controls, and technical assistance provided by the Laboratory Health, Safety, and Radiation Protection (HSR) Division. It will be your responsibility, with the assistance of your supervisor and HSR Division Specialist, to be aware of risks in your work. It is a condition of employment that all safety procedures, rules, and regulations are observed.

Your employment will be effective upon completion of our hiring forms, which include the Oath of Allegiance to the State of California.

As a condition of your employment, you are required to attend and successfully complete one day of General Employee Training (GET). Successful completion of this training may require passing a written exam. Passing the written exam is required for any employee whose job assignment requires them have unescorted access to a radiological-controlled area or requires them to work in a nuclear facility. You may also be required to attend and successfully complete additional mandatory training related to the specific duties you will be performing at the Laboratory. During your GET, you will receive a training schedule indicating any additional training that may be required. Failure to successfully complete any required training and/or any written exam may adversely affect your Laboratory employment. Please do not report to your worksite until training is successfully completed.

Compliance with the Laboratory's policies and procedures as set forth in the Administrative Manual and as modified from time to time is a condition of the offer of employment and of continued employment. Those policies that affect employees are generally outlined in the Administrative Manual, which is available to all employees for review.

Our practice is to commence the hire-on process for new employees on Monday mornings, or on Tuesday mornings if Monday is a Laboratory holiday. The hire on process will take at least one full day so you must not plan on reporting to your work site until the process is complete. On your scheduled hire-on date, please report to the Bradbury Science Museum, no later than 8:00 a.m. The Science Museum is located on the northeast corner of Central Avenue and 15th Street in downtown Los Alamos. Please notify me in advance if you require any special assistance or accommodations. If some unavoidable circumstances preclude your arrival by 8:00 a.m. on your scheduled hire day, please contact my office.

If you find the conditions of this offer acceptable, please sign the enclosed copy of this letter and return it to us within two weeks. Please feel free to call me if you have any questions concerning this offer, the position, or conditions at Los Alamos. We hope to have you join us in the near future.

Sincerely,

[Redacted Signature]
Human Resource Generalist

Enclosures:
Immigration Reform and Control Act Information
New Hire Itinerary

I accept employment under the terms and conditions specified herein:

Signed _____

Dated _____

Social Security Number _____

Date of Birth _____

Place of Birth (City and State) _____

Full Legal Name (normally as it appears on your Social Security Card)

Please Print _____

ATTACHMENT B

Administration

Employee
ResponsibilitiesConflict of Interest:
Privileged Information

POLICY:

- .01 An employee may not use proprietary data or privileged information obtained through Laboratory employment for personal purposes, for favoritism in the purchase of goods or services, or in any unauthorized manner. *For example, see AM 1002, Procurement. Such information must be held in confidence until it is released through the proper channels to Laboratory employees, to the public, or to potential vendors. See AM 707, Public Relations.*

NOTE: Nothing in this policy shall be construed as limiting the employee's right to file a complaint under AM 111 or to report instances of fraud, waste, mismanagement, or regulatory violations to proper authorities. However, an employee may not use personal information (defined in AM 708, Information Practices) about other employees as a basis for a grievance, if the information was obtained in the course of official duties.

DEFINITIONS:

Privileged Information

- .02 Privileged information includes, but is not limited to,
- Unpublished information relating to technological and scientific developments;
 - Planned or proposed changes in programs, organization, funding, or personnel assignments;
 - Information about patents;
 - Anticipated materials requirements or pricing actions;
 - Possible new sites for the Department of Energy (DOE) program operations;
 - Knowledge of selected contractors or subcontractors before official announcements;

Conflict of Interest: Privileged information

Technical data originated outside the Laboratory disclosed to the Laboratory on conditions that limit the Laboratory's right to use or disclose the data and specifically identified by the originator as proprietary.

Proprietary Data

- .03 The term "Proprietary Data" means technical data that embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data (1) are clearly marked as proprietary by the originator or source; (2) are not generally known or available from other sources without obligation concerning their confidentiality; (3) have not been made available by the owner to others without obligation concerning their confidentiality; and (4) are not already available to the government without obligation concerning their confidentiality.

Technical Data

- .04 The term "Technical Data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. For example, it may document experimental, developmental, demonstration, research, or engineering work, or it may be used to define a design or process or to procure, produce, support, maintain, or operate material.
- .05 The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer software (including computer programs, computer software data bases, and computer software documentation).
- .06a Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information.

Conflict of Interest: Privileged information**SUPERVISOR
RESPONSIBILITIES:**

- .06b If the employee could not reasonably know that certain data or information is proprietary or privileged, the supervisor must advise the employee of its proprietary or privileged nature and of the authorized purposes for which it may be used.

**RELEASE OF TECHNICAL
DATA:**

- .07 Technical data, even though not proprietary, cannot be presented outside the Laboratory nor released for publication before it has been reviewed and approved by the Classification Group (OS-6) for classification interest and by the Laboratory Counsel (LC) for patentable content.

Copyrighted Material

- .08 Copyrighted material cannot be used without written permission. When quoting material or using illustrations from published works, the employee must obtain a release statement from the copyright holder, give appropriate credit in the text, and send the original release statement to the Communications and Records Management (CRM) Division and a copy of the release statement to the Classification Group with the report or paper.

TESTIMONY:

- .09 Employees who serve as witnesses at judicial, legislative, or administrative proceedings may give information so long as they do not disclose classified or privileged information to unauthorized persons. See AM 726, Outside Activities: Testimony.

DISCIPLINE:

- .10 Failure to comply with provisions regulating privileged information may result in disciplinary action, up to and including termination.